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8 **UNITED STATES DISTRICT COURT**
9 **DISTRICT OF NEVADA**
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11 DAIL M. JORDAN,

12 Plaintiff(s),

13 v.

14 C.C.A.N. FINANCIAL, INC., et al.,

15 Defendant(s).

Case No.: 2:18-cv-01450-NJK

Order

16 The Court hereby **SETS** a status conference in this case for 1:00 p.m. on February 11,
17 2020. To be clear, the Court will not entertain argument at that status conference regarding the
18 merits of the motion to enforce settlement or the motion for leave to file an untimely response
19 thereto. Docket Nos. 44, 49. Instead, the Court sets the hearing to discuss the following procedural
20 and jurisdictional issues:

- 21 • First, whether judgment should be entered at this stage on Plaintiff's causes of action in
22 light of the parties' settlement thereof, *see, e.g.*, Docket No. 35; Docket No. 44-4;
23 • Second, whether further proceedings unrelated to Plaintiff's underlying claims are
24 improper given that the Court has not agreed to retain jurisdiction over disputes regarding
25 the performance of the terms of the settlement agreement;¹ and

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27 ¹ The undersigned has never agreed to retain jurisdiction and is not inclined to do so with
28 respect to enforcement of a settlement agreement that she was not involved in brokering. The
Court notes that the parties' settlement agreement indicates that they agree to the Court's retention
of jurisdiction, Docket No. 44-4 at 9, but such stipulation is irrelevant as the decision whether to
retain jurisdiction is entrusted to the Court's discretion, *see HM Elecs., Inc. v. R.F. Techs., Inc.*,

- 1 • Third, and relatedly, whether as a practical matter the parties’ breach-of-contract dispute
2 regarding the condition of the subject property and any resulting damages is more suitably
3 resolved through the initiation of a new lawsuit, which would provide the parties an
4 opportunity to engage in discovery, typical motion practice, and a trial as necessary.

5 To the extent the parties agree that this case should be dismissed and that their dispute
6 regarding performance of the terms of the settlement agreement is better resolved through initiation
7 of a new lawsuit, the above status conference will be automatically vacated if the parties file a
8 stipulation for dismissal of this case and for denial without prejudice of the motion to enforce.

9 IT IS SO ORDERED.

10 Dated: January 24, 2020

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13 Nancy J. Koppe
14 United States Magistrate Judge
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24 2016 WL 4063806, *1 (S.D. Cal. Feb. 17, 2016) (“A private agreement between the parties
25 generally does not, by its own force, change a matter subject to the Court’s discretion into one of
26 obligation”); *see also Camacho v. City of San Luis*, 359 Fed. Appx. 794, 798 (9th Cir. 2009)
27 (recognizing the district court’s “prerogative” to decline to retain jurisdiction); *Massi v. 198*
28 *Chelsea Corp.*, 217 F. Supp. 3d 731, 733 (S.D.N.Y. 2016) (collecting cases). The Court also notes
Defendant’s position that Judge Leen “implicitly” retained jurisdiction, Docket No. 44 at 9 n.6,
but that contention is contrary to Ninth Circuit law, *see, e.g., Hagestad v. Tragesser*, 49 F.3d 1430,
1433 (9th Cir. 1995) (regardless of whether a court expresses an intention to retain jurisdiction
during settlement conference proceedings, there is no retention of jurisdiction absent explicit
indication through an order that jurisdiction is being retained).